

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

CBCRC Liquidating Corp., *et al.*¹

Debtors.

Chapter 11

Case No. 23-10245 (KBO)

(Jointly Administered)

Re: Docket Nos. 609 & 940

**AGREED ORDER AUTHORIZING THE ASSUMPTION AND
ASSIGNMENT OF UNEXPIRED LEASE
WITH BAYSIDE SVTC, LLC [STORE #217]**

Upon consideration of the Sale Order, its terms and the agreement between SSCP Restaurant Investors LLC (“SSCP”) Best Café Enterprises, LLC (“Best Café”), and Bayside SVTC, LLC (the “Landlord”) as to the assumption and assignment of a certain unexpired lease;² and the Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having found that the relief requested is consistent with the Sale Order and is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; it is HEREBY ORDERED THAT:

1. Pursuant to 11 U.S.C. §365 and the Sale Order, the assumption by the Debtors of that certain lease, dated July 12, 2005 between the Landlord and CBC Restaurant Corp. for store number 217 located Simi Valley, CA (as amended, modified, and/or supplemented, the “Lease”

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include CBCRC Liquidating Corp. (0801), CBHC Liquidating Company (3981), and CBCCI Liquidating Inc. (1938). The Debtors’ service address is Corner Bakery, c/o CR3 Partners, Attn: Greg Baracato, Chief Restructuring Officer, 12255 Noel Road, Suite 2005, Dallas TX 75240.

² Capitalized terms that are not defined herein have the meanings ascribed to them in the *Certification of Counsel Regarding Agreed Upon Order Authorizing Assumption and Assignment of Unexpired Lease with Bayside SVTC, LLC [Store #217]*.

Agreement”), and assignment to Best Café is hereby approved, effective as of September 28, 2023, subject to payment of the Cure Amount (as defined below) as set forth in paragraph 2 of this Order.

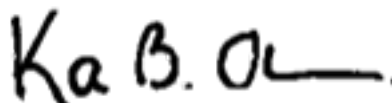
2. Subject to payment by SSCP (or its designee, Best Café) to the Landlord (or its designee) of \$9,391.22 in cure costs (“Cure Amount”) associated with the Lease Agreement, the Lease Agreement shall constitute a Transferred Contract for all purposes pursuant to the *Order Authorizing CBC Restaurant Corp. and Its Affiliated Debtors to (I) Sell Substantially all of the Debtors Assets Free and Clear of all Liens, Claims, and Interests, (II) Authorizing and Approving the Debtors Performance Under the APA, (III) Authorizing and Approving the Assumption and Assignment of Certain of the Debtors Executory Contracts, Unexpired Leases, and Permits Related Thereto, and (IV) Granting Related Relief* [Docket No. 609] (the “Sale Order”); and (ii) pursuant to this Order, Best Café shall be deemed to have assumed all obligations of CBC Restaurant Corp. under the Lease Agreement in their entirety and shall pay and perform all such obligations when due in accordance with the terms of the Lease Agreement as amended by that certain Second Amendment to Lease Agreement, dated September 28, 2023, entered into by and between Best Café and Landlord.

3. Effective as of the payment by SSCP (or its designee, Best Café) of the Cure Amount, any pending cure, adequate assurance, or assumption objections with respect to the Lease Agreement, including the Nationwide Objection, are resolved and withdrawn.

4. SSCP, as Buyer (or its designee, Best Café), and the Landlord are authorized to take such actions, if any, as may be necessary to implement the terms of this Order without further order from this Court.

5. This Court shall retain exclusive jurisdiction to resolve any dispute arising from or related to this Order.

Dated: October 3rd, 2023
Wilmington, Delaware



KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE